

May 5 3 05 PM '98

WARRANTY DEED

BK 332 PG 289
W.E. DAVIS CH. CLK.

This deed of conveyance this day made by the undersigned, ROBERT L. WOODS and H. H. HAWKS, hereinafter referred to as the GRANTORS, and HERBERT MICHAEL HAWKS, hereinafter referred to as the GRANTEE, WITNESSETH THAT:

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid by the GRANTEE to the GRANTORS, and the execution and delivery by the GRANTEE to the GRANTORS of a Purchase Money Promissory Note and Deed of Trust in the principal sum of Twelve Thousand Two Hundred Ninety Five and No/100 Dollars (\$12,295.00), and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged by the GRANTORS, the GRANTORS do hereby and by these presents sell, convey, and warrant unto the GRANTEE the hereinafter described real property located in DeSoto County, Mississippi, and being described as follows, to-wit:

Lot 22, Section "A", Honey Ridge Subdivision, located in Section 35, Township 3 South, Range 6 West, DeSoto County, Mississippi, as more fully described in that certain Plat of record in Plat Book 61, Pages 8-15 inclusive, in the Office of the Chancery Clerk of DeSoto County, Mississippi, and to which Plat reference is hereby made for a more particular description.

The foregoing covenant of warranty is made subject to rights of ways and easements for public roads and public utilities, subdivision and zoning regulations in effect in DeSoto County, Mississippi; and to any prior reservation or conveyance of minerals of every kind and character including, but not limited to, oil,

gas, sand and gravel in, on and under the subject property; any unrecorded rights of way or easements and any discrepancies, conflicts, encroachments or shortages in the area and boundaries which a correct survey and/or inspection would show, to the building restrictions, easement and Restrictive Covenants of record for said subdivision as recorded on the Plat thereof in Plat Book 61, Pages 8-15 inclusive and to that certain Right-of-Way Contract entered into between Tracy Moore and Loyce Moore as the Grantors and American Louisiana Pipeline Company as the Grantee and being duly recorded in Deed Book 41, Pages 103 and 104 and the Amendment and Release of Portion of Right-of-Way Contract duly recorded in Deed Book 317, Page 555, all in the Office of the Chancery Clerk of DeSoto County, Mississippi, and to which reference is hereby made and a copy of both of said instruments being attached hereto and incorporated herein by reference.

This conveyance and the covenant of warranty is made subject to that certain Deed of Trust executed by the GRANTORS herein to Bobby L. Anglin and Ophelia J. Anglin of record in Real Estate Deed of Trust Book 897, Page 798, in the Office of the Chancery Clerk of DeSoto County, Mississippi, and the GRANTORS covenant and agree to pay the same as and when it should become due and the GRANTEE accepts said conveyance subject to said Deed of Trust.

Taxes and assessments against said property for the year 1998 shall be prorated as of the date of this deed and all taxes and assessments for all subsequent years are hereby excepted from the foregoing covenant of warranty.

Possession shall be given upon delivery of this deed.

Witness the signature of the GRANTORS on this the 28th day
of March, 1998.

Robert L. Woods

ROBERT L. WOODS

H. H. Hawks

H. H. HAWKS

GRANTORS

WITNESS THE SIGNATURE of the GRANTEE as evidence of the GRANTEE'S acceptance of the aforesaid Warranty Deed and acknowledgement of a copy of the Right-of-Way Contract recorded in Deed Book 41, Pages 103 and 104, and the Amendment and Release of Portion of Right-of-Way Contract recorded in Deed Book 317, Page 355.

Herbert Michael Hawks

HERBERT MICHAEL HAWKS

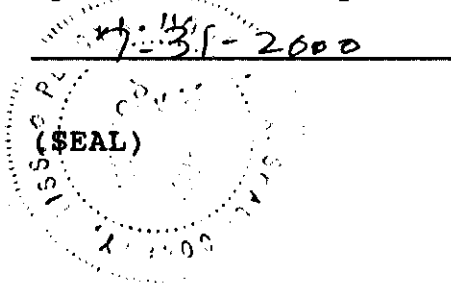
GRANTEE

STATE OF MISSISSIPPI
COUNTY OF Marshall

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this the 28th day of March, 1998, within my jurisdiction, the within named Robert L. Woods and H. H. Hawks, who acknowledged that they executed the above and foregoing instrument.

Peggy A. Moore
NOTARY PUBLIC

My Commission Expires:

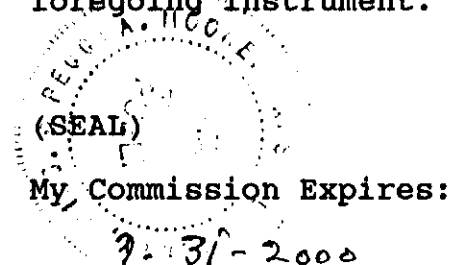


STATE OF MISSISSIPPI
COUNTY OF Marshall

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this the 28th day of March, 1998, within my jurisdiction, the within named Herbert Michael Hawks, who acknowledged that he executed the above and foregoing instrument.

Peggy A. Moore
Notary Public

My Commission Expires:



GRANTORS' ADDRESS:

P. O. BOX 5067

HOLLY SPRINGS, MS 38634

HOME TEL. NO.: 601-252-2333

WORK TEL. NO.: 601-252-2333

GRANTEE'S ADDRESS:

P. O. BOX 159

HERNANDO, MS 38632

HOME TEL. NO.: 601-429-3595

WORK TEL. NO.: 901-486-3446

Prepared by:

Law Offices of A. Cinclair May

2565 Caffey Street, Suite 100

Hernando, MS 38632

601-429-5038

Indexing Instructions:

FORM NO. 100-1-54
MISSISSIPPIR/W No. P. 1120

RIGHT-OF-WAY CONTRACT

STATE OF MISSISSIPPI

COUNTY OF DESOTOFOR AND IN CONSIDERATION of TWO HUNDRED TWO and NO/100Dollars (\$ 202.00)receipt of which is hereby acknowledged, the undersigned Tracy Moore and Loyce Moore,

his wife
(hereinafter called "Grantor", whether one or more) for themselves, their heirs, executors, administrators, successors and assigns, hereby grant, bargain, sell, convey and warrant to American Louisiana Pipe Line Company, a Delaware corporation, its successors and assigns (hereinafter called "Grantee"), a right-of-way and easement to construct, lay, maintain, operate, alter, repair, replace, change the size of, move and remove a pipe line or pipe lines and appurtenances thereto for the transportation of oil, gas or other substances which can be transported through a pipe line, the grantee to have the right to select, change or alter the route or routes thereof over, through, upon, under and across the

following real estate in the County of DeSoto State of Mississippi,
described as follows, to-wit:

The West part of the Southwest Quarter of Section 35, T-3, R-6, containing 100 acres, Book 23, page 238. Except 1 acre and 1/2 acre not affected by this project.
The Southeast Quarter, and sixty acres off of the east part of the Southwest Quarter of Section 35, T-3, R 6 West containing 220 acres more or less. Book 23, page 28.
One-Half acre described as beginning at a point in the center of the Memphis and Oxford road said point being North 7 East. 685 feet from where the DeSoto and Tate County line intersects the Memphis & Oxford road and County line road; Thence South 12.30 East 108 feet; Thence N 12 30 East 200 feet; thence North 12 30 West 108 feet to center of Memphis and Oxford Road; South 12 30 West to point of beginning, all of which is located on Section 35, Township 3, Range 6. Book 23, page 508.

R. H. Kerr and wife, Mable Wood Kerr to Tracy Moore

Amendment +
Partial Release of this Instrument Recorded in
real estate Deed Book
No. 317 Page 555
This 16 day of June 1992

Wife Deeds
Darlene Davis Clerk

More fully described in deed from _____ to _____, recorded in Book 24, page 509, of the deed records of said county and state, to which reference is here made, together with the right of ingress and egress at convenient points for such purposes.

Should more than one pipe line be laid under this grant at any time by Grantee or its assigns, Grantor shall be paid as consideration therefor a sum equivalent to One Dollar (\$1.00) per linear rod of each additional line.

The Grantor shall have the right fully to use and enjoy the surface of the said premises except for the purposes herein granted to Grantee, provided that the Grantor shall not construct or permit to be constructed any house, structures or obstructions on or over or that will interfere with the construction, maintenance or operation of any pipe line or appurtenances constructed hereunder and will not change the grade of such pipe line.

Grantee hereby agrees to bury all pipe lines constructed hereunder below ordinary plow depth.

Grantee agrees to pay to the owner of said land and to any tenant or lessee thereof, as their respective interests appear, any damages to fences, growing crops and timber which may be caused by constructing, maintaining, altering, repairing, replacing, changing the size of, moving, or removing the pipe lines and appurtenances constructed hereunder.

TO HAVE AND TO HOLD said right-of-way unto said Grantee, its successors and assigns forever.

The rights herein granted may be assigned in whole or in part.

It is mutually agreed that this contract as written covers all of the agreements and stipulations between the parties and that no representations or statements, oral or written, have been made modifying, adding to, or changing the terms hereof.

WITNESS THE SIGNATURES of the Grantors, this the 10 day of AUGUST, 1992.

WITNESSES:

John T. TimothyTracy Moore
Tracy MooreLoyce Moore
Loyce Moore

\$-55-U. S. REVENUE STAMPS ATTACHED AND CANCELLED.

104

In consideration of \$1.00 and other valuable consideration, I, the undersigned, hereby adopt and join in the execution of the above and foregoing grant and consent to the enjoyment by the grantee therein of the rights granted by the foregoing right-of-way contract.

DATED, this _____ day of _____, 195____

Notary

GENERAL FORM OF ACKNOWLEDGMENT

STATE OF MISSISSIPPI _____

COUNTY OF De Soto _____

Personally appeared before me, the undersigned authority in and for the County aforesaid, in said State, the within named Tracy Moore and Loyce Moore, his wife who acknowledged to me that they signed and delivered the foregoing instrument in writing on the day and year therein mentioned.

Given under my hand and official seal, this the 16 day of AUGUST, 1955

My Commission expires:

January 27, 1958

SEAL

Bruce Payne

Notary Public

PROOF BY ATTESTING WITNESS

STATE OF MISSISSIPPI _____

COUNTY OF _____

Personally appeared before me, the undersigned officer in and for said County, in said State, the within named _____, one of the subscribing witnesses to the foregoing instrument of writing, who, being first by me duly sworn, deposes and says that he saw the within named _____

whose name _____ subscribed thereto, sign and deliver the same to the said _____

that he, the deponent, subscribed his name as a witness thereto in the presence of the said _____

and that he saw the other subscribing witness sign his name in the presence of said _____ and that the subscribing witnesses signed in the presence of each other, on the day and year therein mentioned.

Given under my hand and official seal, this the _____ day of _____, 195____

Official Title

CORPORATE ACKNOWLEDGMENT

STATE OF MISSISSIPPI _____

COUNTY OF _____

Personally appeared before me, the undersigned, a Notary Public in and for the County and State aforesaid, _____ who acknowledged that as _____ President of, for and on behalf of _____ and by

authority of the _____ Company, he signed, affixed the corporate seal of said Company to, and delivered the foregoing instrument, on the day and year therein mentioned.

Given under my hand and official seal, this the _____ day of _____, 195____

My Commission expires:

Notary Public

STATE OF MISSISSIPPI De Soto County
This instrument was filed for record on the 22nd day of September, 1955, at 10:00 A.M.
and duly recorded in Book 11, page 102 of the Right-of-Way Records in said County.

Acknowledgment \$

Filing and indexing 05

Recording 178

Abstracting 120

Outlets 50

TOTAL 345

SEAL

James P. Lister

AMENDMENT AND RELEASE OF
PORTION OF RIGHT-OF-WAY CONTRACTBK 317 PG 555
W.E. DAVIS CH. CLK.

WHEREAS, ANR Pipeline Company, a Delaware corporation, and a subsidiary of the Coastal Corporation, is the corporate successor of American Louisiana Pipeline Company and presently holds and occupies an easement and right-of-way across the Southwest Half of Section 35, Township 3 South, Range 6 West of DeSoto County, Mississippi, by virtue of that certain Right-of-Way Contract dated August 10, 1955 from Tracy Moore and Loyce Moore, which is recorded in Book 41 at Pages 103 and 104 of the right-of-way deeds and records of DeSoto County, Mississippi; and

WHEREAS, pursuant to said Right-of-Way Contract ANR Pipeline Company and its predecessors has laid and operates two pipelines across the above-described property which lie within a strip of land approximately 75 feet in width as measured perpendicular to the centerline of said pipelines; and

WHEREAS, ANR Pipeline Company has been requested by the current owner, who is the successor in interest to Tracy Moore and Loyce Moore, to release from the above described Right-of-Way Contract all lands lying outside of said 75 foot wide strip of land and such other adjacent land as may be necessary for temporary construction, relocation or repairs; and

WHEREAS, ANR Pipeline Company is willing to release from said Right-of-Way Contract, the lands lying outside said 75 foot wide strip of land and any incidental working area immediately adjacent thereto which may be necessary for the future construction and/or maintenance of said pipelines;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged ANR Pipeline Company as Grantor does hereby release from the aforesaid Right-of-Way Contract between Tracy Moore and Loyce Moore dated August 10, 1995 and recorded in Book 41, Page 103 of the land records of said county and state, to Grantees, their assigns or successors, all lands lying outside of a 75 foot wide pipeline easement located in the South Half of Section 35, Township 3 South, Range 6 West, DeSoto County, Mississippi, as more particularly described as shown on the plat attached hereto as Exhibit "A" bearing Drawing No. PL-501-03-63, dated May 7, 1997, reference to which is hereby made.


It is specifically understood that this conveyance and agreement releases to the present owners as Grantees only those lands lying outside of the above-described 75 foot easement. ANR Pipeline Company, for and on behalf of itself, its assigns and successors, hereby reserves to itself, its successors and assigns, all rights pursuant to said original Right-of-Way Contract including, without being by way of limitation, the right to construct, lay, maintain, operate, alter, repair, replace, change the size of, move and remove any pipeline or multiple pipelines and appurtenances thereto within said 75 foot wide right-of-way as more particularly described above.

been first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 10 day of

June, 1997.

My Commission expires:
2-7-99


NOTARY PUBLIC
Kathryn Balow

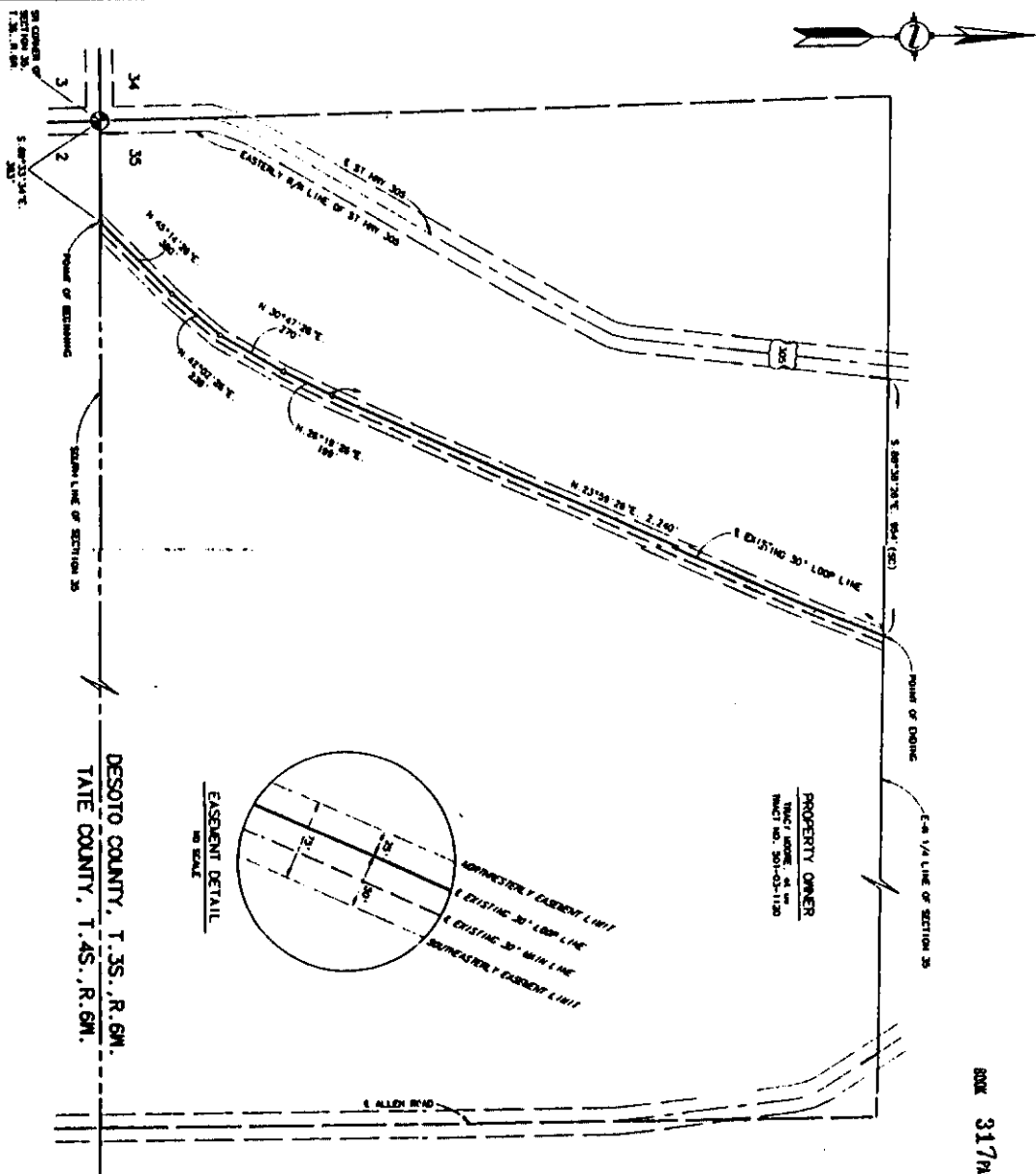
KATHRYN BALOW
Notary Public, Wayne County, Michigan
My Commission Expires: 2-7-99

Grantor's Address

ANR Pipeline Company
c/o Lake Tindall, LLP
P. O. Box 918
Greenville, MS 38702
601-378-2121

Grantee's Address:

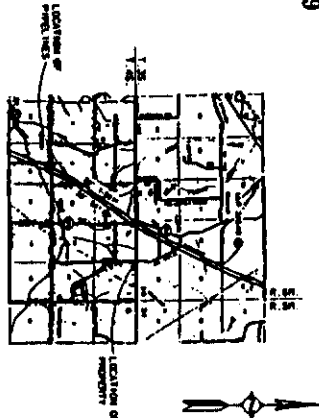
Robert L. Woods & H. H. Hawks
P. O. Box 5067
Holly Springs, MS 38634
Home (601) 252-2333



BOOK 317 PAGE 559

DESOTO COUNTY, MISSISSIPPI

PART OF THE SOUTH 1/2 OF SECTION 15, T 25, R 60E
RANGE 60E 4 - 30' WITH LINE



VICINITY MAP
SCALE 1" = 2 MILES

[illegible][illegible]